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BEFORE THE

Federal Communications Commission JUL 28 1992

WASHINGTON, D. C. 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of)	MM Docket No. 92-70
)	
SABLE COMMUNITY)	
BROADCASTING CORPORATION)	File No. BPED-851003MB
)	
TRINITY CHRISTIAN ACADEMY)	File No. BPED-860512MB
)	
For Construction Permit for)	
New and Modified Noncommercial FM)	
Facilities on Channel 217)	

To: Administrative Law Judge Arthur I. Steinberg

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT

Trinity Christian Academy ("Trinity") and Sable Community Broadcasting Corporation ("Sable"), by their attorneys and pursuant to Section 73.3525 of the Commission's rules, hereby request approval of the attached Settlement Agreement, grant of Trinity's application for a new noncommercial educational FM station on Channel 217 at Oxford, Alabama, and termination of this proceeding.¹ In support whereof, the following is shown:

1. Trinity and Sable are the last remaining applicants in this proceeding. Thus, approval of the Settlement Agreement between them, attached as Exhibit 1 hereto, will resolve the mutual exclusivity of their applications through the dismissal of Sable's application and a grant of Trinity's. Sable has agreed to dismiss its application in return for a cash payment of \$6500.

¹ The parties also request a suspension of all procedural dates pending action on this petition.

No. of Copies rec'd
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2. Approval of this Agreement will serve the public interest. As shown in the declarations of Reverend C. O. Grinstead, Pastor and chief executive of Trinity (Exhibit 2 hereto), and Maudine J. Holloway, President of Sable (Exhibit 3 hereto), such approval will facilitate the early institution of Oxford's first noncommercial educational FM transmission service. The declarations also show that neither party filed its application for the purpose of entering into or carrying out a settlement agreement and that no other consideration is being paid for the dismissal of Sable's application other than as reflected in the Agreement. Ms. Holloway's declaration further states that the payment to Sable represents reimbursement of legitimate and prudent expenses incurred in connection with the filing and prosecution of its application.² Thus, the public interest requirements of Section 73.3525(a) of the Commission's rules are met.

The Hearing Designation Order, 7 FCC Rcd 2356 (MM Bur. 1992), specified a Section 307(b) issue to be tried in this proceeding. However, approval of this Agreement and the grant of Trinity's application will not unduly impede achievement of a fair, efficient and equitable distribution of radio service. Thus, publication of a notice announcing the availability of Channel 217 in Hobson City is not required. See 47 C.F.R. §3525(b)(1).

Hobson City's 1980 population was 1268, but by 1990 its population had decreased 37% to 794. In the same ten-year period, Oxford's population increased 5%, from 8939 in 1980 to 9362 in 1990.³ Further, Trinity's 1 mV/m contour includes 106,894 persons

² The required documentary showing on behalf of Sable will be submitted as a supplement to this petition.

³ 1990 census data was obtained from "Summary Population and Housing Characteristics (continued...)"

3.

within 2,157 square miles, while Sable's 1 mV/m contour encompasses 197 square miles.⁴ Further, it appears that Trinity's 1 mV/m contour encompasses most, if not all, of the area included within Sable's 1 mV/m contour.⁵

With regard to transmission services, neither Hobson City nor Oxford has a noncommercial educational FM facility. While Oxford has two commercial stations (co-owned WOXR-AM and WKFN-FM), Hobson City also has a local commercial station (WHOG-AM). Thus, with a new NCE-FM facility, the station-to-population ratio for Oxford would be 1:3121, whereas Hobson City's ratio, considering Station WHOG, would remain 1:794. Based on all these factors, grant of Trinity's application for Oxford will not unduly impede the objectives of Section 307(b) of the Communications Act of 1934, as amended, and no 47 C.F.R. §73.3525(b)(1) republishing is required.

WHEREFORE, These matters considered, it is respectfully requested that: (1) the Agreement attached hereto be APPROVED; (2) Sable's application be DISMISSED with prejudice; (3) Trinity's application be GRANTED; and (4) this proceeding be TERMINATED.

³(...continued)

(Alabama)," Bureau of the Census Publication No. CPH-1-2 (1990). 1980 census data was obtained from the Rand McNally 1991 Road Atlas.

⁴ Sable's application gives no population count for its 1 mV/m coverage. Exhibit 4 hereto is a copy of Trinity's 1 mV/m contour map showing the relevant area and population figures based on the 1980 census. Exhibit 5 hereto is a table from an amendment to Sable's application filed October 29, 1985 showing the 197.01 square mile area within Sable's 1 mV/m contour.

⁵ A copy of Trinity's 1 mV/m contour map is included as Exhibit 4 hereto and Sable's, from its October 29, 1985 amendment, is included in Exhibit 6 hereto.

4.

Respectfully submitted,

TRINITY CHRISTIAN ACADEMY

By


Harry C. Martin

Its Attorney

Reddy, Begley & Martin
1001 22nd Street, N.W.
Suite 350
Washington, D.C. 20037

SABLE COMMUNITY
BROADCASTING CORPORATION

By

 (by PMA)

Gerald Stevens-Kittner

Its Attorney

Arter & Hadden
1801 K Street, N.W.
Suite 400K
Washington, D.C. 20006

July 28, 1992

Exhibit No. 1

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of July, 1992 by and between Trinity Christian Academy, a division of Trinity Baptist Church, Inc., an Alabama non-profit corporation ("Trinity") and Sable Community Broadcasting Corporation, an Alabama non-profit corporation ("Sable").

WITNESSETH:

WHEREAS, Trinity on May 12, 1986, filed an application with the Federal Communications Commission ("FCC") for a new noncommercial educational FM broadcast station on the frequency 91.3 mHz at Oxford, Alabama;

WHEREAS, Sable previously had filed an application for a new noncommercial educational FM broadcast station, also on the frequency 91.3 mHz, at Hobson City, Alabama, and the Trinity application is mutually exclusive from an interference standpoint with the Sable application;

WHEREAS, Trinity and Sable wish to resolve the conflict between their respective applications;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Sable will request the dismissal with prejudice of the Sable application.
2. In consideration for the dismissal of the Sable application, Trinity will pay Sable a total of \$6500 on the tenth (10th) day after the FCC order granting the Trinity application becomes final as a matter of law. For purposes of this paragraph "final as a matter of law" means that the order granting the Trinity application shall no longer be subject to appeal,

2.

reconsideration, rehearing or any other action by the FCC. Payment will be in the form of a bank-certified or cashier's check payable to Artar & Hadden.

3. Within five (5) days after execution of this agreement Trinity and Sable will jointly file a request for (a) approval of this agreement and (b) dismissal of the Sable application.

4. Trinity and Sable warrant to each other that they are duly organized corporations under the laws of the state of Alabama, that all corporate actions necessary to authorize the entering into and carrying out of this agreement have been taken and that there are no other agreements or understanding between the parties relating to the subject matter hereof.

5. This agreement may be signed in counterparts and each such counterpart shall be considered an original hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

TRINITY CHRISTIAN ACADEMY,
A DIVISION OF TRINITY
BAPTIST CHURCH, INC.

By _____
C. O. Grinstead, Pastor

SABLE COMMUNITY
BROADCASTING CORPORATION

By Maudine J. Holloway
Maudine J. Holloway, President

2.

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TRINITY CHRISTIAN ACADEMY,
A DIVISION OF TRINITY
BAPTIST CHURCH, INC.

By


C. O. Grinstead, Pastor

SABLE COMMUNITY
BROADCASTING CORPORATION

By


Maudine J. Holloway, President

Exhibit No. 2

DECLARATION OF PASTOR C. O. GRINSTEAD

DECLARATION OF C. O. GRINSTEAD

I, C. O. Grinstead, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. I am Pastor and the chief executive of Trinity Christian Academy, a division of Trinity Baptist Church, Inc., Oxford, Alabama ("Trinity").

2. Trinity is entering into a Settlement Agreement with Sable Community Broadcasting Corporation ("Sable") that provides for the dismissal of Sable's application for a new FM station at Hobson City, Alabama in return for a payment by Trinity of \$6500. No other consideration has been promised or paid to Sable in return for the dismissal of its application.

3. Trinity did not file its competing FM application for Oxford, Alabama for the purpose of reaching or carrying out a settlement agreement.

4. Approval of Trinity's application will serve the public interest by facilitating the earliest possible establishment of Oxford, Alabama's first noncommercial educational FM service, and by obviating the need for a lengthy and expensive FCC proceeding between Trinity and Sable.

Signed and dated this 28 day of July, 1992.

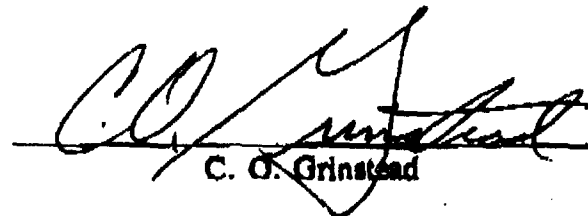

C. O. Grinstead

Exhibit No. 3

DECLARATION OF MAUDINE J. HOLLOWAY

DECLARATION

I am President of Sable Community Broadcasting Corporation ("Sable"), an applicant for a new noncommercial educational broadcast station in Hobson, Alabama.

Sable and Trinity Christian Academy ("Trinity") have entered into a Settlement Agreement pursuant to which Sable would request the dismissal of its application in exchange for the payment of \$6500 ten days after the grant of the Trinity application becomes final. The Settlement Agreement serves the public interest. Commission approval of the Settlement Agreement will help conserve its resources and those of Sable and Trinity. It also will hasten the introduction of a new noncommercial FM service. Moreover, Trinity's proposed station will provide service to many of the residents which would have received service from Sable's proposed station.

Sable did not file its application for the purpose of reaching or carrying out this Settlement Agreement. Neither Sable nor its principals has received any money or other consideration in excess of Sable's legitimate and prudent expenses incurred in preparing, filing and advocating the grant of its application.

I declare under penalty of perjury that the statements in this Declaration are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

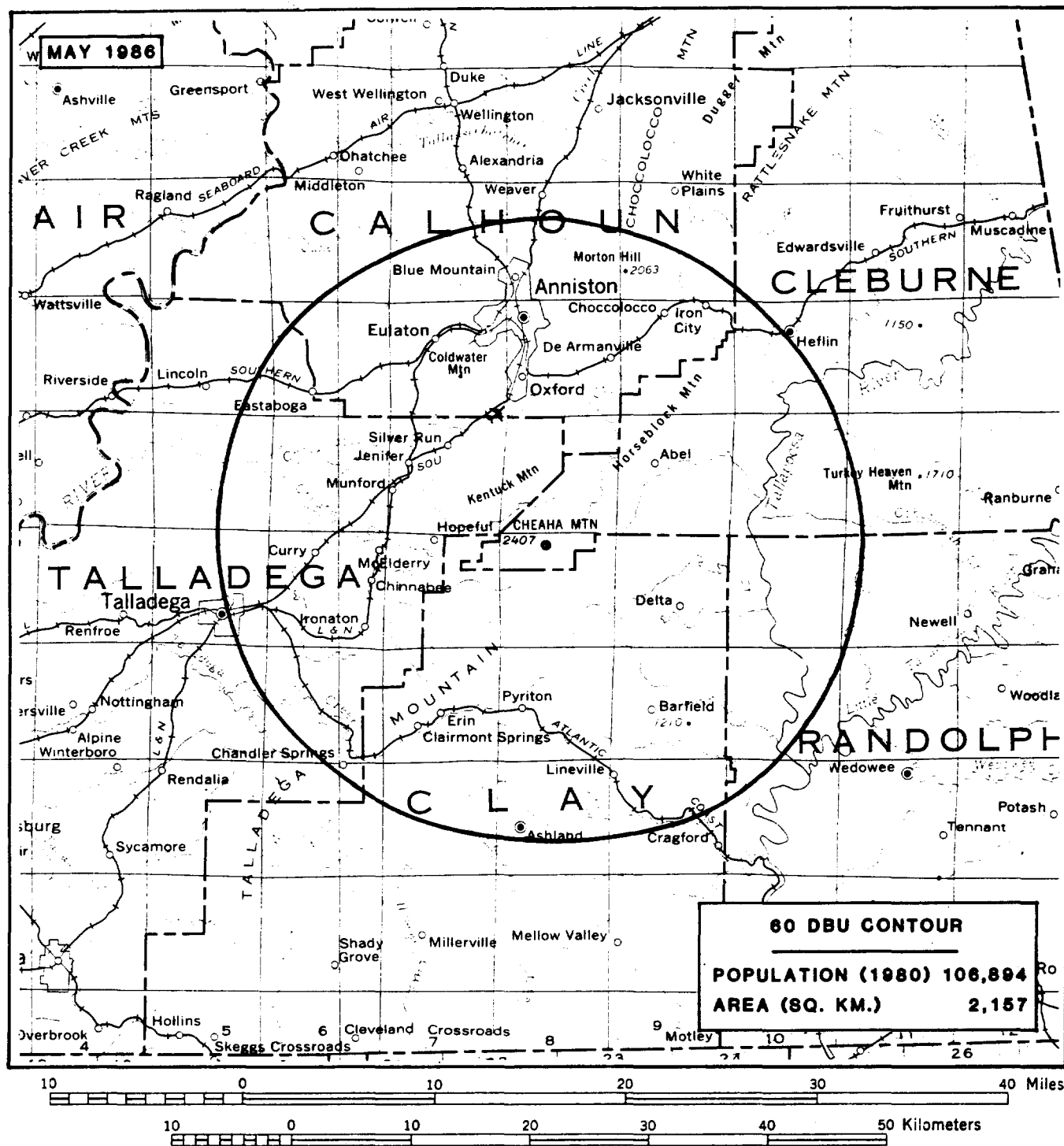
Dated: 7/28/92

Maudine J. Holloway
President, Sable Community
Broadcasting Corporation

Exhibit No. 4

**TRINITY'S 1 MV/M CONTOUR WITH
AREA AND POPULATION COUNTS**

FIGURE 5



PREDICTED 60 DBU CONTOUR

**TRINITY CHRISTIAN ACADEMY
OXFORD, ALABAMA**

CH 217C2 126 W (V) 565 M

duTreil - Rackley Consulting Engineers

Exhibit No. 5

SABLE'S 1 MV/M CONTOUR AREA CALCULATION

TABLE 1. CONTOURS OF INSTANT AMENDMENT
TABULATION OF TV/FM CONTOUR CALCULATIONS ON CHANNEL 217

AZIMUTH	ERP, KM.	HAAT (FT)	3.16/50%	1/50%	.5/10%	.1/10%	10/10%	100/10%	.05/50%
0	.1	490	4.3858	8.175	11.743	26.284	2.3508	.33515	30.903
45	.1	231	2.986	5.3875	7.8961	18.182	1.7174	.26321	22.883
90	.1	348	4.648	8.61	12.672	27.558	2.4823	.36398	32.299
135	.1	390	3.937	7.375	10.023	23.83	2.1195	.33393	28.495
180	.1	419	4.0805	7.6425	10.594	24.669	2.1999	.34232	29.26
225	.1	591	4.8503	8.9325	13.354	28.477	2.585	.37422	33.321
270	.1	517	4.5064	8.3775	12.177	26.882	2.411	.36015	31.556
315	.1	507	4.4615	8.3025	12.016	26.662	2.3885	.35829	31.315

AREAS, Sq. Mi. : 57.193 197.01 410.17 2042.7 16.56 .37548 2857.5

OVERALL HEIGHT ABOVE AVERAGE TERRAIN = 461.63 (FT)

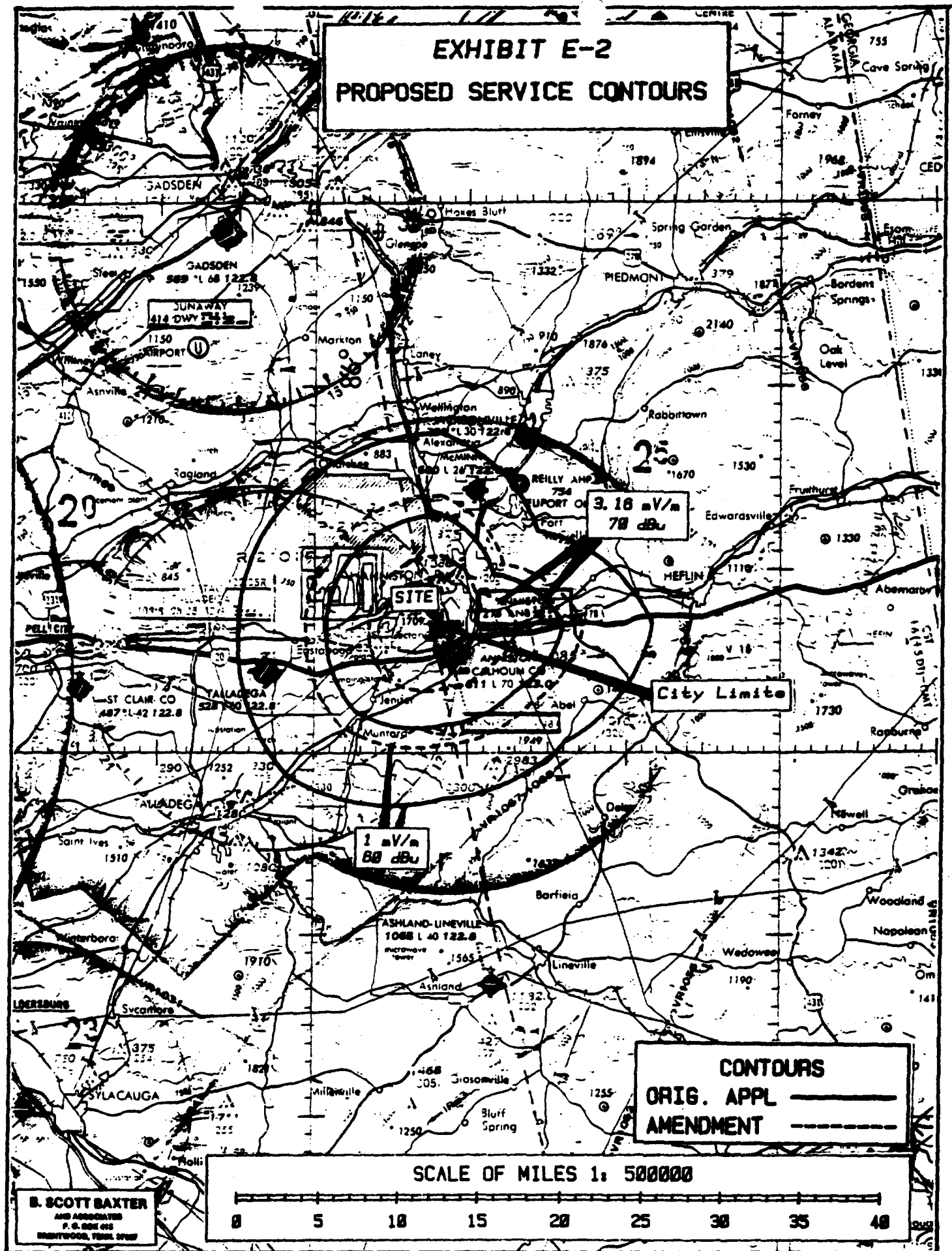
ALL HEIGHTS IN FEET. ALL CONTOUR DISTANCES IN MILES.

ALL CONTOURS IN MV/M AS DETERMINED BY BIVARIATE INTERPOLATION
USING VALUES FROM APPROPRIATE FCC F(50,50) AND F(50,10) CURVES.

Exhibit No. 6

SABLE'S 1 MV/M CONTOUR
(OUTSIDE BROKEN LINE)

EXHIBIT E-2 PROPOSED SERVICE CONTOURS

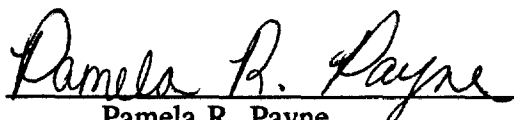


CERTIFICATE OF SERVICE

I, Pamela R. Payne, hereby certify that on this 28th day of July, 1992, copies of the foregoing **JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT** were hand-delivered to the following:

Administrative Law Judge Arthur I. Steinberg
Federal Communications Commission
2000 L Street, N.W., Room 228
Washington, D.C. 20554

Paulette Laden, Esquire
Hearing Branch, Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554


Pamela R. Payne